BENGALURU SOUTH CITY CORPORATION

TENDER DOCUMENT –KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of the Work: Additional works to Badminton Court at Tavarekere Park and Samudaya bhavana / Communitty Hall Adjacent to Indira Canteen S G Palya and Comprehensive Development and Improvements of Tavarekere Park, Kuvempu Park, 16th Main Road Parks and Play ground, Indira Gandhi Park by Providing Pathway, Ornamental grill Gym and Children Equipments, Electrical lightings, Watchman Qtrs and other Improvements to Parks and Play Grounds in BTM Layout Constituency (Package No. 01)

Estimate Cost: 1100.00 Lakhs

Executive Engineer
BTM Layout Division

BENGALURU SOUTH CITY CORPORATION

Office of the Executive Engineer
BTM Layout Division
GBA Complex, Laskar hosur road
Adugodi, Bangalore -560030

TENDERS FOR THE WORK OF

Additional works to Badminton Court at Tavarekere Park and Samudaya bhavana / Communitty Hall Adjacent to Indira Canteen S G Palya and Comprehensive Development and Improvements of Tavarekere Park, Kuvempu Park, 16th Main Road Parks and Play ground, Indira Gandhi Park by Providing Pathway, Ornamental grill Gym and Children Equipments, Electrical lightings, Watchman Qtrs and other Improvements to Parks and Play Grounds in BTM Layout Constituency (Package No. 01)

TENDER REFERENCE	:No.EE/BTM/kppp/09/2025-26 Dated: 12-11-2025 Refer: Corrigendum Dated:01-12-2025
PERIOD OF SALE OF TENDER DOCUMENT	: View KPPP Portal
LAST DATE FOR SALE OF TENDER DOCUMENT	: View KPPP Portal
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 09-12-2025 up to 4:00 PM
PLACE OF OPENING OF COVER ONE OF TENDERS	: Executive Engineer (BTM Layout) Division
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	: Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS	: Executive Engineer (BTM Layout) Division
ADDRESS FOR COMMUNICATION	: Executive Engineer (BTM Layout) Division , GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-30

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	7
3.	QUALIFICATION INFORMATION	8-9
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	19-21
5.	CONDITIONS OF CONTRACT (CC)	21
6.	CONTRACT DATA	35
7	SPECIFICATIONS	41
8	DRAWINGS	42
9.	BILL OF QUANTITIES	43
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	44

BANGALORE SOUTH CITY CORPORATION

Office of the Executive Engineer, BTM Layout Division, GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-560030. Mail-bbmpeebtm@gmail.com

No.EE/BTM/kppp/09/2025-26
Date: 12-11-2025

SHORT TERM
INVITATION FOR TENDER
(IFT)
(Two cover system)

(Through **GOK kppp Portal** only)

1. The Government of Karnataka, vide **G.O.No. UDD/474/MNY/2025 (E), Bengaluru, Dated: 03-11-2025** has accorded in Principle approval and sanctioned budget for taking up of the works listed below.
2. The Executive Engineer, BTM Layout Division, Bengaluru South City Corporation, invites tenders on behalf of the commissioner, BSCC, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through kppp portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in/). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers of KW-4 to qualify for award of the contract.
3. Tender documents may be downloaded from the kppp.karnataka.gov.in portal of the Government of Karnataka.
4. Tender must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and As per

circular PWD:IS:ITC:2008/2009 Dated:02.12.2010 (Minimum of Rs 1,00,000 Through E Payment under of the following i.e online/RTGS/NEFT/OTC and the Balance by Bank Guarantee issued by Nationalized/ Scheduled Bank. and shall have to be valid for 90 days beyond the validity of the tender.

5. Tenders must be submitted online through kppp.karnataka.gov.in portal on or before 16.00 hours on **01-12-2025** and the opening of tenders will be as per the e-procurement portal guidelines.
6. Other details can be seen in the tender documents.

Sl No.	Name of the work	Approximate value of work (Rs in Lakhs)	EMD (in Rs)	Cost of Tender form in Rs.	Period of Completion
1	2	3	4	5	6
(Two Cover System) 1st Call					
1	Additional works to Badminton Court at Tavarekere Park and Samudaya bhavana / Communitty Hall Adjacent to Indira Canteen S G Palya and Comprehensive Development and Improvements of Tavarekere Park, Kuvempu Park, 16th Main Road Parks and Play ground, Indira Gandhi Park by Providing Pathway, Ornamental grill Gym and Children Equipments, Electrical lightings, Watchman Qtrs and other Improvements to Parks and Play Grounds in BTM Layout Constituency (Package No. 01)	1100.00	15,00,000/- (Rs. 1.00 Lakh shall be paid in the kppp portal and the Balance Amount of Rs. 14,00,000/- shall be in the form of Bank Guarantee)	**As per kppp Portal**	12 months Excluding Monsoon Season
2	Additional works to NGV Auditorium, Tensile roofing to Skating ground and Comprehensive Development of Parks Play Ground at NGV Premises at Ganesha Temple road, Rangavendra School Opposite Park, Beautyspot Park Jakkasandra and Adugodi Blocks and Surrounding Parks and Playground Improvements in	1000.00	15,00,000/- (Rs. 1.00 Lakh shall be paid in the kppp portal and the Balance Amount of Rs. 14,00,000/- shall be in the form of Bank Guarantee)	**As per kppp Portal**	12 months Excluding Monsoon Season

	BTM Layout Constituency (Package No. 02)				
3	Construction of ESI Hospitals, BBMP Office Building at Koramangala 5th Block, Ambedkar Samudhaya Bhavana and Additional Improvements to Samudhaya Bhavana and Improvements to Roads, drains, Footpath and over all developments at ward No. 177, 178, 179, 180 and surrounding works in BTM Layout Constituency (Package No. 03)	1300.00	15,00,000/- (Rs. 1.00 Lakh shall be paid in the kppp portal and the Balance Amount of Rs. 14,00,000/- shall be in the form of Bank Guarantee)	**As per kppp Portal**	12 months Excluding Monsoon Season
4	Construction of Samudhaya and Additional Floor to Kempegowda Samudhaya Bhavana at ward No. 176 and 174 Ejipura School, RCC Box drain at Service Road from 5th Main Road to HSR Signal and Comprehensive development of Roads, drains, Culverts and other Improvements in BTM Layout Constituency (Package No. 04)	1300.00	15,00,000/- (Rs. 1.00 Lakh shall be paid in the kppp portal and the Balance Amount of Rs. 14,00,000/- shall be in the form of Bank Guarantee)	**As per kppp Portal**	12 months Excluding Monsoon Season

Calendar of events:

- Availability of RFP Documents from 18-11-2025 onwards
- Pre bid meeting will be held on 24-11-2025 at 15.00 in the office of the Chief Engineer Zone-2, Bengaluru South City Corporation, Begur Main Road, Bommanahalli Zonal office, Bengaluru-560068 to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in “Instructions to Bidders” of the bidding document.
- Last Date for uploading the Filled Tender Document is 01-12-2025 up to 16.00.
- Date of Technical bid opening of Tenders is on 02-12-2025 by 16.30
- Date of Financial bid Opening after approval of technical proposals through KPPP

TERMS & CONDITIONS:

1. The bids are to be submitted in the electronic tendering system through Kppp portal only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.

2. Tender documents may be downloaded from Government of Karnataka Kppp website http://kppp.karnataka.gov.in / under login for contractors.
3. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website http://kppp.karnataka.gov.in /after submitting the tender processing fee in the form of e-payment.
4. Bidder should obey the conditions as per KW Documents**.**
5. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered.(also all scanned copies should be visible and should have clarity).if the documents is necessary should produce all the original documents for Verification.
6. The Successful tenderers shall execute and Agreement within 7 days from the date of Receipt of intimation from this office. The tender documents will from the part and parcel of the agreement, failing which the tender will deem to be get cancelled.
7. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
8. GST shall be paid to the tendered amount separately for the applicable Works of this notification.
9. The Bangalore South City Corporation reserves the right to accept / reject any or all tenders without assigning any reasons
10. Corrigendam's / modifications / corrections, if any, will be published in the website only.
11. Further details of work can be obtained in the office of the Executive Engineer, BTM Layout Division, GBA Complex 2nd Floor, Lashkar Hosur Road, Adugodi, Bengaluru-560030 on all working days between 3:30 pm and 5:30 pm
12. Kppp portal http://kppp.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 — 22485867

Sd/-
Executive Engineer
BTM Layout Division

Copy Submitted to the:

1. The Commissioner's Personnel Section for kind information
2. The Additional Commissioner (Development) Personnel Section for kind information.
3. The Chief Engineer Zone-2 Bengaluru South city corporation for kind information.
4. The Superintending Engineer Zone-2 Bengaluru South city corporation for kind information.
5. The Chief Auditor / Chief Account officer for kind information
6. D.C.F Zone-2 Bengaluru South city Corporation for information
7. Public Relations Officer, BSCC with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based News papers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
8. All Executive Engineer's, BSCC for information
9. Account Superintendent / Cashier of division office for Necessary Action
10. IT Advisor with Soft copy for needful action to place in the BSCC website
11. Assistant Executive Engineer, BTM Layout / Koramangala Sub Division for information
12. Notice Board / Office Copy.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	6
2.	Eligible Tenderers	6
3.	Qualification of the Tenderer	6
4.	One Tender per Tenderer	7
5.	Cost of Tendering	7
6.	Site Visit	8
B.	**Tender Documents**	
7.	Content of Tender documents	8
8.	Clarification of Tender Document	8
9.	Amendment of Tender documents	8
C.	**Preparation of Tenders**	
10.	Documents comprising the Tender	8
11.	Tender prices	9
12.	Tender validity	9
13.	Earnest money deposit	9
14.	Format and signing of Tender	10
D.	**Submission of Tenders**	
15.	Sealing and marking of Tenders	10
16.	Deadline for submission of Tenders	10
17.	Late Tenders	10
18.	Modification and Withdrawal of Tenders	11
E.	**Tender opening and evaluation**	
19.	Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers	11
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	11
21.	Process to be confidential	12
22.	Clarification of Tenders	12
23.	Examination of Tenders and determination of responsiveness	12
24.	Correction of errors	12
25.	Evaluation and comparison of Tenders	13
F.	**Award of contract**	

26. Award criteria 13
27. Employer's right to accept any Tender and to reject any or all Tenders 13
28. Notification of award and signing of Agreement 13
29. Security deposit 14
30. Advance payment and Security 14
31 Corrupt or Fraudulent Practices 14

A. General

1. Scope of Tender

1.1 The **Executive Engineer (BTM Layout**) (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / GBA

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

The bidder will be qualified based on the minimum scores obtained from Technical Evaluation Points.

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2020-21 to 2024-25)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs 1740.00 Lakhs.** *(usually not less than two times the estimated annual payments under this contract)*

(b) satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar work **of value not less than Rs. 435.00 Lakhs.** (usually not less than 50% estimated value of contract) *

(c) executed in any one year, the following minimum quantities of work:[1] *(Usually 80% of the peak annual rate of construction)*

S l. No	Work Description	Unit	Qty
1	M S Steel Work	Kgs	85720.94

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have

[1] Specify the principal items of works to be executed under this contract

executed similar electrical works totaling *(usually not less than 50% of the electrical works)** in any one year;[2] if in case

(e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs..... (*usually not less than 50% of the water supply/sanitary engineering works)** in any one year;[3]

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning the required / specified key and critical equipment for this work and the remaining can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

Sl No	**Equipments**	**Qty**	**Ownership**
1	Excavator (JCB/Hitachi)	1	Own or Lease
2	Tippers	2	Own or Lease
3	Plate Vibrator	1	Own or Lease
4	Water Tanker	2	Own or Lease
5	Concrete Mixer	2	Own or Lease

(b) liquid assets and /or availability of credit facilities of not less than **Rs 261.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated **2024-2025** price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2024-*2025*** price level, of existing commitments and on-going works to be completed during the next **12 (Twelve) Months**. *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

The number of points to be given under each of the evaluation criteria are:

[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

Sl No	Description	Maximum Points Allotted	Points obtained
1	PWD License, GST Certificate	10	
2	50% Similar Nature of work done	25	
3	Annual Turnover Certificate	20	
4	Line Of Credit (30%)	10	
5	Bid Capacity	15	
6	Machineries	10	
7	Executed in any one year Quantities (80 % of Said Qty)	10	

The Minimum score required to qualify Technical bid is 90 points.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in comp letion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The

Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which
will take place at the office of the Chief Engineer Zone-2, Bengaluru South City Corporation,
Begur Main Road, Bommanahalli Zonal office, Bengaluru-560068 **on 03-12-2025 at 15:00 Hrs**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter
that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover :
(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words**).** Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%

b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender . A scanned copy of the same to be uploaded in the e-portal and submitted to office of the Executive Engineer, BTM division, GBA.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders- AS PER E-PORTAL

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of KPPP itself (https://kppp.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through KPPP Portal within 2 days of Tender Submission through portal to the Office of the Executive Engineer (BTM Layout division), during Working Hours. The Tenderers shall also produce all the Original Documents for Verification whenever necessary.

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16. Deadline for submission of the Tenders -AS PER E-PORTAL

16.1 Tenders must be received by the Employer at the address specified above no later than as in the KPPP portal

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the tender after the deadline will not be accepted in the KPPP portal.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at ..... hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid containing the Priced Financial Bid.(also will be E-mailed to concerned) The Employer will open the Priced Financial Bids of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bid will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract

[4] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% (will be as per the updated guidelines) of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque / Demand draft, / Pay Order in favour of The Executive Engineer BTM Layout Division BSCC payable at Bangalore . or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to Commissioner / Exe.Engineer, BSCC;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 Deleted

31. Corrupt or Fraudulent practices

31.1 The BSCC requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BSCC :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BSCC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BSCC contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2020 - 21.....
2021- 22 .....
2022 – 23 .....
2023 - 24 .....
2024 - 25 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employ er	Descrip- tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[7]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthwor ks	
2020-21						
2021-22						
2022-23						
2023-24						
2024-25						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

[7] Items of work for which data is requested should tally with that specified in ITT Clause 3

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: Additional works to Badminton Court at Tavarekere Park and Samudaya bhavana / Communitty Hall Adjacent to Indira Canteen S G Palya and Comprehensive Development and Improvements of Tavarekere Park, Kuvempu Park, 16th Main Road Parks and Play ground, Indira Gandhi Park by Providing Pathway, Ornamental grill Gym and Children Equipments, Electrical lightings, Watchman Qtrs and other Improvements to Parks and Play Grounds in BTM Layout Constituency (Package No. 01)

(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* *(*.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the ....

.....

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

-

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of .... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....
.....[name and address of Employer]
(hereinafter called "the Employer") of the one part and .....
.....
[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
.....

was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contractor
.....

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A.	**General**	**Page No.**
1.	Definitions	23
2.	Interpretation	23
3.	Law governing contract	24
4.	Employers decisions	24
5.	Delegation	24
6.	Communications	24
7.	Subcontracting	24
8.	Other Contractors	24
9.	Personnel	24
10.	Employer's and Contractor's risks	24
11.	Employer's risks	24
12	Contractor's risks	25
13.	Insurance	25
14.	Site Investigation Report	25
15	Query about Contract Data	25
16	Contractor to construct the Works	25
17.	The Works to be completed by Intended Completion Date	25
18	Approvals by the Employer	26
19.	Safety	26
20.	Discoveries	26
21.	Possession of the Site	26
22.	Access to the Site	26
23.	Instructions	26
24.	Procedure for resolution of disputes	26
B.	**Time Control**	
25.	Program	26
26.	Extension of the Intended Completion Date	27
27.	Delays ordered by the Employer	27
28.	Management meetings	27
C.	**Quality Control**	
29.	Identifying defects	27
30.	Tests	27
31.	Correction of defects	27
32.	Uncorrected defects	27
D.	**Cost Control**	
33	Bill of Quantities (BOQ)	28
34	Variations	28
35.	Payment for Variations	28
36.	Submission of bills for payment	29
37	Payments	29
38.	Compensation events	29
39.	Tax	29
40	Price Adjustment	29
41.	Liquidated damages	30
42.	Advance Payments	30
43.	Securities	30

44. Cost of repairs 31

E Finishing of Contract

45. Completion 31
46. Taking Over 31
47. Final account 31
48. As built drawings and/or Operating and Maintenance Manuals 31
49. Termination 31
50 Payment upon termination 32
51. Property 32
52. Release from performance 32

F Special Conditions of Contract 33

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and t he other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

  (i) could not have reasonably foreseen; or

  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

    (A) prevent loss or damage to physical property from occurring by taking appropriate measures or

    (B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D.Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / GBA has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer

shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of **GST** and inclusive of other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

GST shall be paid to the tendered amount separately for the applicable Works of this notification.

40. Price Adjustment:

Conditions mentioned in G.O. No. FD 3 PCL 2008, Bangalore, Dated: 21.11.2008 is applicable.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the

Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the

competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)
(b) Arbitration proceedings shall be held at……. ……, Karnataka state (to be filled in by the Employer before issue of the Tender Documents),
(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The Contractor shall produce invoice for procurement of Bitumen along with work bills. No payments will be made without such invoices.

7. Mix Designs for Concrete and Asphalt work shall be got approved by Chief Engineer before commencement of Work.

8. The Contractor shall execute the work in minimum two shifts (Day & Night) for speedy completion of work and to minimize inconvenience to public.

9. -The Tender Documents uploaded in the e – Procurement Website by the Employer, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

10. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

11. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

12. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

13. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

14. Drawings to be kept at Site

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

15. Inspection of Works

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

16. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

17. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

18. Existing Services

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained

against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

19. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such Notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.
20. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

21. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.
22. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.
23. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and

nothing extra on account of such Incidental Charges, if any, shall be paid.

24. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.
25. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor’s Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

26. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.
27. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.
28. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized

Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

29. The Contractor will take all Necessary Measures for the Safety of Traffic and Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

    The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

    Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

    In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

    The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

    The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor

or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

30. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay Rs. 10000/- per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I) – 1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II) – 1966 Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS: 3764 – 1966 Safety Code for Excavation Work
iv. IS 4081 – 1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138 – 1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916 – 1970 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS: 7293 – 1974 Safety Code for Working with Construction Machinery
ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x. Any other Code and / or as per directions of the Employer.

31. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress

of the Work included in this Contract in the opinion of the Employer.

32. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.
33. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.
34. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.
35. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.
36. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly

made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

37. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.
38. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.
39. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.
40. **Interference with Traffic and Adjoining Properties**
    a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
        i. The Convenience of the public, or
        ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

41. **Avoidance of Damage to Roads**

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

42. **Transport of Contractor's Equipment or Temporary Works**

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claims arising solely out of such Damage.

b. If it is found necessary for the Contractor to move one or more Loads of Heavy Constructional Plant and Equipment, Materials or Parts of Units of Work over Roads, Highways, Bridges on which such Oversized and Overweight Items are not normally allowed to be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads, Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

43. **Personal Protective Equipment**

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves.
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorised Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Lopes. Workers employed on mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

44. **First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilised Dressings, Bandages, Sterilised Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels,

General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

45. **Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.
- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

46. **Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

47. **Storage of Flammable Liquid**

All Flammable Liquids shall be kept in a Secure Fire Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking. Only such amounts of Flammable Liquids shall be issued as are required for immediate use.
Cans for carrying Flammable Liquids shall be leak proof and properly stoppered and clearly marked “Flammable Liquid”.
Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bunded around in order to control any Spillage or Leakage that may occur.
“No Smoking” Signs shall be prominently displayed at all areas where Flammable Materials are stored.

48. **Defect Liability Period**

The Defect Liability Period for which the Various Items of Works executed to be maintained shall be as follows.

a. All components of works will be maintained for **a Defect Liability Period of 24 months from the Date of Issuance of Completion Certificate** from the Competent Authority.

49. **Release of Performance Security**

Performance Security shall be released only after satisfactory completion of Defect Liability Period.

50. **Site Office**

The Contractor shall provide and maintain Furnished Site Office at the Project Location for the Supervisory Staff of the Employer and his approved Representative.
It shall have minimum 40 Sqm of Floor Area and shall include all Items like Electric Supply, Electrical Items, Telephones,

Lights, Fans and Complete Wiring, Drinking Water Supply and Hygienic Toilet Facilities completed along with Furniture as per the Specification given in **Section 100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision)**.

51. **Field Laboratory**

The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works. It shall have a minimum of 40 Sqm Area. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc. The Laboratory will have all Services, Furniture, Equipments, etc. as per the Specification given in **Section 100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision)**. Materials used during the work should be tested periodically as per standards and the test report should be certified with the concerned implementing officer

52. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

53. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action that may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

54. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

55. The Contractor should display at the work spot a display board indicating The approved name of work, Estimate Cost, Approved Tender Amount, Duration of work, Name of the Agency with Phone no. and the phone no. of BSCC implementing officers.

56. **The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document**.

57. The Contractor should furnish PERT Chart showing the schedule of work and should get it approved from concerned Competent Authority

[Add other Clauses specific to the work for which tenders are invited.]

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[11]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

[11] Add any other Organization considered suitable.

- The Schedule of Operating and Maintenance Manuals [4
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [2

The Employer is :

Name: **The Commissioner, Bangalore South City Corporation, Bangalore** [1.1]

Address: **Bangalore South City Corporation, Bangalore**

Name of authorized Representative: Executive Engineer BTM Layout Division Bangalore

The name and identification number of the Contract is

As per Notification

The Works consist of **Building,Park,Playground Improvement/Construction and other developmental work etc**
[brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work.
[1.1]

The Intended Completion Date for the whole of the Works is **Twelve** months [12] with the following milestones [17, 26]

Milestone dates:

	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1 i.e.,	35% Physical progress	4 months
Milestone 2 i.e.,	70 % Physical progress	4 months
Milestone 3 i.e.,	100% Physical progress	4 months

The Site Possession Date is: [21]

The Site is located at BTM Layout Division [1.1]
and is defined in drawings nos. _____
_____

The Defects Liability Period as per circulars of GBA Commissioner from Time to Time [31]

Insurance requirements are as under: [13]

[12] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

	Type of Cover	Minimum cover for Insurance[13]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[14]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; [38] **(Deleted)** [40]

--

The liquidated damages for the whole of the works are Rs.———————— (amount) per day[15] and that for the milestones are as under:

For Milestone 1: Rs. ..... per day [41]
For Milestone 2: Rs. ..... per day
For Milestone 3: Rs. ..... Per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or —— [16]months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at

[13] Employer to specify as per requirement. Exclusions if any should also be specified.
[14] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[15] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[17]The date by which "as-built"[18] drawings (in scale ...[19]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]
[20]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs._____
(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract : [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's
[50.1]

Additional cost for completing the Works shall be 30 percent (30%) .
(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

To be followed as per MORTH & H and PWD SR and as per the detailed specification provided in the Bill of Quantities

SECTION 8: DRAWINGS

SECTION 9: BILL OF QUANTITIES
Attached

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs)		Amount (Rs)
				In figures	In words	
Total Tender Price (in figures)						
(in words)						

[16] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[17] Score out which ever is not applicable.
[18] Completion drawings
[19] Specify an appropriate scale
[20] Score out which ever is not applicable.

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [21]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[22] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

---

[21] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[22] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

28 days